

DEPARTMENT OF TRANSPORTATION

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**** WARNING ** WARNING ** WARNING ** WARNING ****

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November 30, 2001

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04-012054
ACBRIM-080-1(085)N

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in ALAMEDA COUNTY IN OAKLAND FROM 1.4 km TO 0.5 km WEST OF TOLL PLAZA.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on December 12, 2001.

This addendum is being issued to revise the Project Plans, the Notice to Contractors and Special Provisions, the Proposal and Contract, and the Federal Minimum Wages with Modification Number 17 dated 11-16-01. A copy of the modified wage rates are available for the contractor's use on the Internet Site:

http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html

On Project Plan Sheet No. 8, "CONSTRUCTION DETAILS ENVIRONMENTALLY SENSITIVE AREAS," the callout "Contract 04-012024 (By Others)", at bottom center, is deleted.

On Project Plan Sheet No. 36, "TRAFFIC HANDLING PLAN," the callouts "Bus Stop" and "Gate," at left center, are deleted.

In the Special Provisions, Section 5-1.18, "PERMITS AND LICENSES," the second and third paragraphs are revised as follows:

"The Department has obtained the following permits for this project. These include but are not limited to permits and licenses from the following:

- A. San Francisco Bay Regional Water Quality Control Board
- B. U.S. Army Corps of Engineers (ACOE)
- C. San Francisco Bay Conservation Development Commission (BCDC)
- D. United States Coast Guard (USCG)
- E. California Department of Fish and Game (CDF&G)
- F. National Marine Fisheries Service (NMFS)
- G. US Fish and Wildlife Service (USFWS)

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Copies of these permits & licenses will be available at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone (916) 654-4490 or may be seen and are available for inspection at the office of the Toll Bridge Duty Senior, District 04 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_tollbridge_district04@dot.ca.gov, telephone number (510) 286-5549. Copies of the San Francisco RWQCB, NMFS and USFWS permits are also included in the Material Information Handout CD."

In the Special Provisions, Section 5-1.23, "ENVIRONMENTALLY SENSITIVE AREAS (GENERAL)," is revised as attached.

In the Special Provisions, Section 5-1.27, "RELATIONS WITH SAN FRANCISCO BAY AND CONSERVATION DEVELOPMENT COMMISSION," the fifth paragraph is deleted.

In the Special Provisions, Section 5-1.29, "RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME," is added as attached.

In the Special Provisions, Section 5-1.30, "RELATIONS WITH NATIONAL MARINE FISHERIES SERVICE," is added as attached.

In the Special Provisions, Section 5-1.31, "RELATIONS WITH UNITED STATES FISH AND WILDLIFE SERVICE," is added as attached.

In the Special Provisions, Section 5-1.32, "PHOTO IDENTIFICATION SYSTEM," is added as attached.

In the Special Provisions, Section 10-1.01, "ORDER OF WORK," the eleventh paragraph is revised as follows:

"Attention is directed to "Progress Schedule (Critical Path)" of these special provisions regarding the submittal of the Baseline Schedule within 15 calendar days of contract award. The Baseline Schedule shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project."

In the Special Provisions, Section 10-1.02, "WATER POLLUTION CONTROL (STORM WATER POLLUTION PREVENTION PLAN)," the second and third paragraphs are revised as follows:

"This project lies within the boundaries of the San Francisco Bay Regional Water Quality Control Board and shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for General Construction Activities No. CAS000002, Order No, 99-08-DWQ, including State Water Resources Control Board (SWRCB) Resolution No. 2001-046, and the NPDES Permit for the State of California Department of Transportation Properties, Facilities, and Activities, No. CAS000003, Order No, 99-06-DWQ issued by the SWRCB. These permits, hereafter referred to as the "Permits," regulate storm water discharges associated with construction activities.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and

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including, the date of advertisement of the project, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual" and collectively as the "Manuals." In addition, water pollution control work shall conform to the requirements in the Sampling and Analysis Bulletin. Copies of the Manuals and the Permits may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520. Copies of the Manuals and the Sampling and Analysis Bulletin may also be obtained from the Department's Internet Web Site at: <http://www.dot.ca.gov/hq/construc/stormwater.html>."

In the Special Provisions, Section 10-1.02, "WATER POLLUTION CONTROL (STORM WATER POLLUTION PREVENTION PLAN)," subsection "STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND AMENDMENTS," the fourth paragraph is revised as follows:

"Within 10 working days after the approval of the contract, the Contractor shall submit 3 copies of the draft SWPPP to the Engineer. The Engineer will have 7 working days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 7 working days of receipt of the Engineer's comments. The Engineer will have 5 working days to review the revisions. Upon the Engineer's approval of the SWPPP, 4 approved copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed. If the Engineer does not review or approve the SWPPP within the time specified, compensation will be made in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications."

In the Special Provisions, Section 10-1.02, "WATER POLLUTION CONTROL (STORM WATER POLLUTION PREVENTION PLAN)," subsection "PAYMENT," the following paragraph is added after the second paragraph:

"Storm water sampling and analysis will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications."

In the Special Provisions, Section 10-1.03, "TURBIDITY CONTROL," is revised as attached.

In the Special Provisions, Section 10-1.13, "TEMPORARY GEOTEXTILE TUBE," the fifth and sixth paragraphs are revised as attached.

In the Special Provisions, Section 10-1.15, "PROGRESS SCHEDULE (CRITICAL PATH)," subsection "PRECONSTRUCTION SCHEDULING CONFERENCE," the first paragraph is revised as follows:

"The Engineer shall schedule and conduct a Pre-construction Scheduling Conference with the Contractor's Project Manager and Construction Scheduler within seven days of contract award. At this meeting, the requirements of this section of the special provisions will be reviewed with the Contractor. The Contractor shall be prepared to discuss its schedule methodology, proposed sequence of operations, the activity identification system for labeling all work activities, the schedule file numbering system, and any deviations it proposes to make from the Stage Construction Plans. Also, the Engineer and the Contractor shall review the requirements for all submittals applicable to the contract and discuss their respective preparation and review durations. All submittals and reviews are to be reflected on the Baseline Schedule."

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In the Special Provisions, Section 10-1.15, "PROGRESS SCHEDULE (CRITICAL PATH)," subsection "INTERIM BASELINE SCHEDULE," is deleted.

In the Special Provisions, Section 10-1.15, "PROGRESS SCHEDULE (CRITICAL PATH)," subsection "BASELINE SCHEDULE," the first paragraph is revised as follows:

"Within 15 calendar days after contract award the Contractor shall submit to the Engineer a Baseline Project Schedule. The Baseline Schedule shall have a data date of the day prior to the first working day of the contract. The schedule shall not include any actual start dates, actual finish dates, or constraint dates (except for Contract Milestone dates.) The Baseline Schedule shall meet interim milestone dates, contract milestone dates, stage construction requirements, internal time constraints, show logical sequence of activities, and must not extend beyond the number of days originally provided for in the contract."

In the Special Provisions, Section 10-1.15, "PROGRESS SCHEDULE (CRITICAL PATH)," subsection "BASELINE SCHEDULE," the thirteenth paragraph is revised as follows:

"The Engineer shall be allowed 10 days to review and accept or reject the baseline project schedule submitted. Rejected schedules shall be resubmitted to the Engineer within 5 days, at which time a new 10 day review period by the Engineer will begin."

In the Special Provisions, Section 10-1.15, "PROGRESS SCHEDULE (CRITICAL PATH)," subsection "PROJECT SCHEDULE REPORTS," the first paragraph is revised as follows:

"Schedules submitted to the Engineer including Baseline and update schedules shall include time scaled network diagrams in a layout format requested by the Engineer. The network diagrams submitted to the Engineer shall also be accompanied by four computer-generated mathematical analysis tabular reports for each activity included in the project schedule. The reports (8 1/2" x 11" size) shall include a network diagram report showing the activity columns only, a predecessor and successor report, a resource report (Baseline Schedules), and a scheduling and leveling calculation report. The network diagram reports shall include, at a minimum, the following for each activity:

- A. Activity number and description;
- B. Activity codes;
- C. Original, actual and remaining durations;
- D. Early start date (by calendar date);
- E. Early finish date (by calendar date);
- F. Actual start date (by calendar date);
- G. Actual finish date (by calendar date);
- H. Late start date (by calendar date);
- I. Late finish date (by calendar date);
- J. Identify activity calendar ID;
- K. Total Float and Free Float, in work days; and
- L. Percentage complete."

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In the Special Provisions, Section 10-1.15, "PROGRESS SCHEDULE (CRITICAL PATH)," subsection "PAYMENT," the second and third paragraphs are revised as follows:

"Payments for progress schedule (critical path) will be made as follows:

A. Baseline schedule accepted, then 15 percent payment for progress schedule (critical path) will be made.

B. Monthly update schedules accepted, then 80 percent payment for progress schedule (critical path) will be made equally for each update.

C. Final schedule update accepted, then 5 percent payment for progress schedule (critical path) will be made.

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during the first estimate period in which the Contractor fails to submit a baseline, revised or updated CPM schedule conforming to the requirements of this section, as determined by the Engineer. Thereafter, on subsequent successive estimate periods the percentage the Department will retain will be increased at the rate of 25 percent per estimate period in which acceptable CPM progress schedules have not been submitted to the Engineer. Retention's for failure to submit acceptable CPM progress schedules shall be additional to all other retention's provided for in the contract. The retention for failure to submit acceptable CPM progress schedules will be released for payment on the next monthly estimate for partial payment following the date that acceptable CPM progress schedules are submitted to the Engineer."

In the Special Provisions, Section 10-1.54, "ELECTRONIC DAILY EXTRA WORK REPORT," is added as attached.

To Proposal and Contract book holders:

Attached is a hard copy of the permit authorization for California Department of Fish and Game and a CD-ROM of the PERMIT AUTHORIZATION FOR NATIONAL MARINE FISHERIES SERVICE, PERMIT AUTHORIZATION FOR UNITED STATES FISH AND WILDLIFE SERVICE, SURVEY DATA FOR THE OAKLAND TOUCHDOWN and BATHYMETRY DATA FOR THE PROJECT AREA.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by UPS overnight mail to Proposal and Contract book holders to ensure that each receives it.

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief
Office of Plans, Specifications & Estimates
Office Engineer

Attachments

5-1.23 ENVIRONMENTALLY SENSITIVE AREAS (GENERAL)

Attention is directed to the designated Environmentally Sensitive Areas (ESA), shown on the plans. The exact location of the boundaries of ESAs shall be established by the Engineer. The Contractor shall establish land-based ESA boundaries in the field with "Temporary Fence (Type ESA)" fencing prior to the start of any construction activities. Water-based ESA boundaries will be established by others. The delineation of the land based ESAs shall conform with "Temporary Fence (Type ESA)" of these special provisions.

No construction activities in water within 200 meters of the ESA boundaries shall be allowed until a high visibility Coast Guard approved delineator has been installed. Within the boundaries of a land-based ESA, no project related activities shall take place. This specifically prohibits barge and vehicle access, storage or transport of any materials, including hydrocarbon and lead contaminated material, or any other project related activities. The Contractor shall take such measures, including the posting of written notices to his employees and subcontractors, to ensure that ESAs are not entered or disturbed.

The Contractor shall comply with the requirements below for the following ESAs:

PACIFIC HERRING.--In-water construction or other operations that can generate debris into the water or increase water turbidity during spawn will not be allowed.

Surveys and monitoring of Pacific herring spawning locations will be conducted by the State from November 15 to March 31. If construction operations within the open water are within 200 meters of a spawn, the Contractor shall cease the portion of the contract work in this area within 8 hours of notification by the Engineer. All work at that portion of contract work within 200 meters of the spawn will cease for a minimum of 14 days or until the Engineer notifies the contractor that work may be resumed.

If in the opinion of the Engineer, the Contractor's controlling operation is delayed due to spawn by reason of cessation of the work, the delay will be considered a right of way delay due to spawn in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

NONTIDAL AND TIDAL WETLANDS.--Tidal wetlands are located to the northeast of Radio Beach. Nontidal wetlands are located adjacent to Burma road as shown on the plans. The tidal and nontidal wetland boundaries shall be clearly marked by the installation of Temporary Fence (Type ESA) as specified elsewhere in these special provisions and as shown on the plans. The boundaries shall be checked periodically and the markings repaired or replaced as necessary during construction.

SENSITIVE PLANT SPECIES ON RADIO BEACH.--Sensitive plant species and sand dunes are located within and alongside of the east side of the limits of this contract. Care shall be taken to minimize the impacts of the surcharge excavation on these sand dunes. As directed by the Engineer, the limits of construction and access to construction shall be clearly marked by the installation of Temporary Fence (Type ESA) as shown on the plans and as specified elsewhere in these special provisions. The boundaries shall be checked periodically and the markings repaired or replaced as necessary during construction.

5-1.29 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME

This project is located within the jurisdiction of the California Department of Fish and Game (CDFG). CDFG has concurred with the measures developed by the Department of Transportation to protect the pacific herring if a spawn occurs in the vicinity of the construction activities. The Contractor shall be fully informed of the requirements associated with these measures as well as all rules, regulations, and conditions that may govern the Contractor's operations in said area and shall conduct the Contractor's operations accordingly.

Copies of the agreement may be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, Telephone No. (916) 654-4490, and will be available for inspection at the office of the Toll Bridge Duty Senior at District 04 Office, 111 Grand Avenue, Oakland, California 94612, email duty_senior_tollbridge_district04@dot.ca.gov, telephone number (510) 286-5549.

Attention is directed to Section 5-1.23, "Environmentally Sensitive Areas (General)" of these special provisions relating to specific protection measures required under this contract.

When the Contractor is notified by the Engineer that a modification to the measures is under consideration, no work will be allowed on the proposed modification until the Department takes action on the proposed modification. Any modifications to any agreement between the Department of Transportation and the CDFG shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.30 RELATIONS WITH NATIONAL MARINE FISHERIES SERVICE

This project is located within the jurisdiction of the National Marine Fisheries Service (NMFS). The NMFS has concurred with measures developed by the Department of Transportation regarding the protection of winter-run Chinook salmon habitat and critical habitat for steelhead trout. The Contractor shall be fully informed of the requirements associated with these measures as well as all rules, regulations and conditions that may govern the Contractor's operations in said area and shall conduct their operations accordingly.

The NMFS has issued a biological opinion regarding species which are protected under the Federal Endangered Species Act. The Contractor shall be fully informed of and abide by the requirements of the NMFS, except for timing of installation of geotube, in performing the Contractor's operations on this project.

Copies of the biological opinion may be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, Telephone No. (916) 654-4490, and will be available for inspection at the office of the Toll Bridge Retrofit Program Duty Senior at District 04 Office, 111 Grand Avenue, Oakland, California 94612, email duty_senior_tollbridge_district04@dot.ca.gov, telephone number (510) 286-5549.

When the Contractor is notified by the Engineer that a modification to the biological opinion is under consideration, no work will be allowed on the proposed modification until the Department takes action on the proposed modification. Any modifications to any agreement between the Department of Transportation and the NMFS shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.31 RELATIONS WITH UNITED STATES FISH AND WILDLIFE SERVICE

This project is located within the jurisdiction of the U.S. Fish and Wildlife Service (USFWS). The USFWS has issued a Biological Opinion regarding several species which are protected under both the Federal Endangered Species Act and the California Endangered Species Act. The specifics of this opinion are part of an agreement which the Department of Transportation has entered into with the USFWS. This agreement is part of the Information Handout. The Contractor shall be fully informed of the requirements of this agreement as well as of all rules, regulations, and conditions that may govern the Contractor's operations in said area and shall conduct the Contractor's operations accordingly.

Copies of the agreement may be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, Telephone No. (916) 654-4490, and will be available for inspection at the office of the Toll Bridge Duty Senior at District 04 Office, 111 Grand Avenue, Oakland, California 94612, email duty_senior_tollbridge_district04@dot.ca.gov, telephone number (510) 286-5549.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work will be allowed on the proposed modification until the Department takes action on the proposed modification. Any modifications to any agreement between the Department of Transportation and the USFWS shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.32 PHOTO IDENTIFICATION SYSTEM

Photo identification system shall consist of photo identification (ID) cards, production equipment and database. The Contractor shall submit a database record of every person contemplated to work on the project, including the employees of the subcontractors, vendor and suppliers.

All employees, including subcontractor, vendors and suppliers, shall have photo ID cards when reporting to work at the jobsite. Photo ID cards shall consist of a visible badge which shall be worn plainly visible at all times and a wallet-size card which shall be available for inspection as required. The front side of the badge shall contain a visible, identifiable photograph with a minimum size of 25mm x 25mm, the person's last name, first name, employee ID number, issue date, expiration date and employer logo. Wallet-size cards shall contain the last name, first name, middle initial, issue date, expiration date and issuer signature. Any lost badges or cards shall be immediately reported to the Engineer prior to being replaced. Individuals who do not possess the required photo ID cards shall be removed from the work site immediately at the Engineer's request.

Production equipment shall consist of system software, camera and duplex card printer. Equipment shall have the following standard features or equivalent, as determined by the Engineer:

A. System Software.--ID works production software will have the following standard features:

1. Microsoft Windows-compatible operation;
2. Full user audit log;
3. Administrator and user security;
4. .BMP, .JPG, .PCX, .PNG, and .PSD image import formats;
5. .BMP, .JPG, .PCX, .TGA, .TIF, .WMF image export formats;
6. Full character recognition search (alphabets, numbers) in all fields;
7. Automatic update of database after badge production;
8. Simultaneous batch print of multiple card formats;
9. Software license key;
10. Online Help and reference library; and
11. Documentation, installation, training and Help Desk support.

B. Camera.--The camera used for producing employee ID badges shall be USB digital with the following specifications:

1. Compatible with Windows 98, ME, 2000 Professional;
2. External AC power supply (auto-switch);
3. Operating Environment for humidity of 30%-90% and for temperature of 32-104° F (0-40° C);
4. Resolutions of 1600 x 1200, 1024 X 768, or 640 x 480 pixels;
5. Lens of 7.1 to 21.3 mm, F/1.8 to F/2.6 (equivalent to 40-120 mm lens on 35mm camera);
6. Flash range appropriate for a subject 6 meters to 1.8 meters from camera;
7. 8 MB SmartMedia memory card; and
8. CE Mark, FCC Class B and UL approved.

In addition, the camera shall have the following features and components:

1. Datacard Integrated USB Digital Camera Software with controlled Auto-Crop or Manual Crop;
2. USB cable connection to PC;
3. High, Medium and Low resolution (customer selectable);
4. Built-in flash;
5. Automatic focus and exposure;
6. 3x Optical Zoom;
7. 2.11 Megapixel RGB CCD;
8. Country Specific Power Cords;
9. Power adapter (auto switches for the appropriate voltage);
10. Tripod, backdrop, frame and stand;
11. Installation instruction and manuals; and
12. Optional 10 Foot USB Cable.

C. **Duplex Card Printer.**--The duplex card printer shall have the following features and specifications:

1. Windows 95, NT, 98, 2000 printer drivers;
2. CD ROM Tutorial;
3. Operator-replaceable printhead;
4. Audio and visual error prompts;
5. Operator messages displayed on PC screen;
6. Automatic card feed;
7. "True" exception card system;
8. Full-color or monochrome imaging;
9. One-step ribbon cartridge replacement;
10. Hands-free card cleaning system;
11. In-line topcoat application;
12. Portable, desktop design;
13. Input hopper holds 100 - .030 in. (.76mm) cards;
14. Output hopper holds 25 - .030 in. (.76mm) cards;
15. One-year depot warranty for printer;
16. One-year printhead warranty - no prorating, no card counting;
17. Continuous-tone, full-color, with alphanumeric text and logos print capability;
18. Background patterns with 300 dots per inch print resolution, In-line ribbon application of single topcoat capability, and dual voltage-auto sensing electrical requirements;
19. 100/120V, 50/60 Hz and 220/240V, 50/60 Hz;
20. Parallel ECP mode or Compatible mode communications;
21. CR80-30 Plastic cards accepted;
22. PVC, with glossy overlamine laminate surface ID cards, 86mm x 54mm in size and 0.8mm in thickness;
23. Resident memory of 2MB; and
24. UL, CSA, FCC Class A (for U.S. and Canada) approved.

A database record shall be furnished to the Engineer at least three days prior to beginning of work. It will be updated for new employees, subcontractors or suppliers daily and submitted weekly to the Engineer. This database shall contain the following information:

- A. Caltrans contract number;
- B. Contractor/Subcontractor/Vendor/Supplier ID number;
- C. Employee ID number;
- D. Last name;
- E. First name;
- F. Middle name;
- G. Labor classification;
- H. Date of hire/employment date;
- I. Length of employment;
- J. Issue date; and
- K. Expiration date.

All data shall be delivered to the Engineer electronically, on Microsoft Windows compatible 3 1/2" floppy disks or CD ROM.s. The Contractor shall provide an updated personnel information whenever there is a change or at least five working days after requested by the Engineer. The file format for all files delivered to the Engineer shall be standard comma delimited (CSV), plain text files. Characteristics of this type of file are:

- A. All data is in the form of plain ASCII characters;
- B. Each row of data is delimited by a carriage return character; and
- C. Within row, each column (field) of data is delimited by a comma character.

Full compensation for providing photo identification system shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

The Contractor shall provide access control measures as directed by the Engineer. Access control measures will be paid for as extra work as provided for in Section 4-1.03D of the Standard Specifications, and will not be considered a special service as specified in Section 9-1.03D of the Standard Specifications.

10-1.03 TURBIDITY CONTROL

Turbidity control work shall conform to the Standard Specifications, the plans, these special provisions, and with all regulatory permits and waste discharge requirements pertaining to any work that has the potential to cause turbidity within the project limits. Turbidity control work shall consist of implementing control measures to limit transport of disturbed sediment into environmentally sensitive areas (ESA). Except as specified in the Standard Specifications and these special provisions, compliance monitoring for turbidity will be performed by the Engineer in conformance with regulatory permits, waste discharge requirements and a turbidity monitoring program developed by the Department.

Attention is directed to "Environmentally Sensitive Areas (General)" of these special provisions.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Turbidity Control", including but not limited to, compliance with the applicable provisions of Permits, and Federal, State and local regulations. Costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, money due the Contractor under the contract, in an amount determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

When a regulatory agency or other third party identifies a failure to comply with the permit or any other local, State, or federal requirement, the Engineer may retain money due the Contractor, subject to the following:

A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.

C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained for the period of the retention, and the rate of interest payable shall be 6 percent per annum.

Conformance with the provisions of this section "Turbidity Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

Turbidity is defined as the condition that prevails when sediment and debris are suspended in water, resulting in diminished water clarity. Turbidity will be measured using an optical backscatter meter providing a minimum of 30-second weighted average turbidity reading in mg/liter or nephelometric turbidity units (NTU).

Fifteen working days prior to beginning work in marine environments, the Contractor shall submit, for review and approval by the Engineer, a Turbidity Control Plan for all work that has the potential to cause turbidity. The Contractor shall allow 5 working days for the Engineer to review and approve the plan. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the plan within 5 working days of receipt of the Engineer's comments and shall allow 5 working days for the Engineer to review and approve the revisions. The Turbidity Control Plan shall describe equipment used to do work that has the potential to cause turbidity, operation schedule, deployment of turbidity control measures and containment contingency. Plans and working drawings shall be submitted in accordance with "Working Drawings" of these special provisions. Three copies of the plan shall be furnished to the Engineer initially with equal copies furnished following subsequent revisions and updating. Final approval of the plan will be subject to field testing. The Contractor shall demonstrate that the proposed turbidity control measures work as intended under actual working and field conditions.

All work that has the potential to cause turbidity within 100 meters of the ESA boundary as shown on the plans shall have turbidity control measures implemented to conform with regulatory permits and to protect the ESA. The following control measures, as a minimum, shall be installed and maintained within this 100 meter zone:

A. Install engineered silt curtains from station "S" 86+42 to station "S" 89+00, the flotation boom shall be anchored in a manner that prevents lateral displacement of the boom and curtain during tidal fluctuations.

In addition, if the control measures fail to adequately control turbidity in accordance with regulatory permits, the following additional control measures shall be implemented in conjunction with those listed above to enhance turbidity control:

- A. Limit marine activity and perform installation and removal of the temporary geotextile tube during the period when the tide elevation is below -0.35 m from station "S" 86+42 to station "S" 89+00.
- B. Modifying construction practices to minimize sediment disturbance and drift;
- C. Modifying size and type of marine equipment employed; and
- D. Conducting work during night periods.

The tide time period shall be in accordance with the time period and tidal fluctuation outlined in the National Oceanic Atmospheric Administration (NOAA) Tide Station at Yerba Buena Island.

All removed control measures shall be disposed of in accordance with section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Temporary suspension of work shall conform to the provisions in Section 8-1.05, "Temporary Suspension of Work", of the Standard Specifications. If the Contractor fails to conform to the provisions of "Turbidity Control", the Engineer may order the suspension of specific aquatic construction operations. . No further work shall be performed on the ongoing operation until the turbidity control measures are adequate and, if required by the Engineer, a revised turbidity control plan has been accepted.

If the Contractor or the Engineer identifies a deficiency in any aspect of the implementation of the approved Turbidity Control plan or amendments, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing. If the Contractor fails to correct the identified deficiency by the date agreed upon, the project shall be in noncompliance. The Engineer shall notify the Contractor in writing when the project is out of compliance with the turbidity control plan. Attention is directed to Section 5-1.01, "Authority of the Engineer," of the Standard Specifications and the payment section of these special provisions for possible noncompliance penalties.

The State will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised turbidity control plan, nor for any delays to the work due to the Contractor's failure to submit an acceptable turbidity control plan.

MEASUREMENT AND PAYMENT

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions of this section "Turbidity Control" as determined by the Engineer.

Retention for failure to conform to the provisions in this section "Turbidity control" shall be in addition to the other retention provided for in the contract and to any retentions due to a failure to comply with the permit or any other local, State, or federal requirement.

The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that an approved Turbidity control Plan has been implemented and maintained, and turbidity is adequately controlled, as determined by the Engineer.

The contract lump sum price paid for turbidity control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in turbidity control complete in place, including development and submittal of the turbidity control plan and removal and disposal of all measures when no longer necessary, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

"Geotextile tube and scour apron shall be woven and shall conform to the following:

A.

Property	Value	ASTM Test Designation
Minimum Wide Width Tensile	175 kN /m	D4595
Maximum Wide Width Elongation	15 %	D632
Minimum Trapezoidal Tear	2.7 kN	D4533
Minimum Puncture Strength	1.8 kN	D4833
Minimum Seam Strength (Factory)	105 kN/m	D4884
Maximum Apparent Opening Size	0.425mm	D4751
Minimum Accelerated UV Resist	65%	D4355

- B. Fill ports: The geotextile tube shall be manufactured with fill ports sewn into the top of the tube. The ports shall be 300 to 450 mm in diameter and 0.9 to 1.5 m in length. Fill ports shall be fabricated from the same geotextile as the main tube. Spacing along the geotextile tube shall be between 7.6 m and 30 m.
- C. Scour Apron: An apron of geotextile shall be used to protect the foundation of the geotextile tube from the undermining effects of scour due to wave action and tidal action. The apron will be required on the bay (outboard) side of the geotextile tube. Scour aprons shall be anchored by a small tube or sandbags attached to the apron.
- D. Experience level: Geotextile tubes and scour aprons shall be installed by personnel experienced in successfully filling large geotextile tubes (totaling at least 300 m under the direction of a manufacturer's representative). The Contractor shall submit a letter provided by the manufacturer listing projects meeting this requirement.
- E. Plan of Construction: Within 15 calendar days of contract award, the Contractor shall submit a Plan of Construction describing the sequence of operations for the construction, including mitigation to minimize fish entrapment, and removal of the geotextile tubes. The plan shall address site preparation, deployment, and filling of tubes, placement of scour apron and anchor tubes/sand bags, and connection or tie-out to the shoreline at each end of reach and removal procedures noting type of equipment to be used and measures deployed to control turbidity. Equipment to be used for geotextile tube construction shall be specified. The Engineer shall be allowed 5 working days for the approval of said plan. The Contractor shall retain a qualified fisheries biologist that is capable of performing fish salvage and rescue. The Contractor shall submit the qualifications of the fish biologist to the Engineer as part of the "Plan of Construction". The Engineer shall be allowed 5 working days for the approval of the fish biologist's qualifications.
- F. The acceptance of the material shall be based on "Certificate of Compliance" as provided in Section 6-1.07 of the Standard Specifications.
- G. Site Preparation: The surface upon which the geotextile tube is to be placed shall be graded smooth and free of debris and large depressions.
- H. Installation: Geotextile tube shall be handled and placed in accordance with the manufacturer's recommendations and these specifications.
- I. Fill material: The fill material shall be obtained from the designated borrow site to a uniform depth not to exceed 1.5 meters below the depth of the existing ground surface within the designated borrow areas as shown on the plans.

- J. Tube Placement: The main geotextile tube and scour apron shall be deployed along the alignment and secured in place as necessary to assure proper alignment after filling. No portion of the tube shall be filled until the entire tube segment has been fully anchored to the foundation along the correct alignment and pulled taut. Tolerance for deviation from the alignment shall be plus or minus 600 mm. The Contractor shall provide the fish biologist access to the work area, and shall allow the fish biologist time to employ appropriate procedures for salvaging any fish that may be entrained in any Bay water that did not drain out of the area prior to shoreline connection or tie-out.
- K. Connection or tie out to the shoreline: Each time the geotextile tube is connected or tied out to the shoreline, and prior to performing construction work within the area enclosed by the geotextile tube, the Contractor shall provide the fish biologist access to the work area, and shall allow the fish biologist time to employ appropriate procedures for salvaging any fish that may be entrained in any Bay water that did not drain out of the area prior to tie-out. Within 2 days of each connection or tie-out of the geotextile tube, the Contractor shall report to the Engineer the species and size of each fish and the total number of fish that were salvaged by the fish biologist.
- L. Tube Overlaps: Tubes shall be overlapped at end joints so that there are no gaps. Beneath the geotextile tube, the ends of each geotextile scour apron shall be overlapped a minimum of 1.5 m.
- M. Tube Filling: After completing the deployment and anchorage of the geotextile tube, filling with sand from the borrow area shall commence per the approved Plan of Construction. The pumped sand discharge line shall be fitted with a "Y-valve" to allow control of the rate of filling. The system must be fitted with a suitable internal valve to regulate discharge into the tube. Any excess discharge shall be directed away from the tubes and towards the borrow area. The discharge pipe shall also be fitted with a pressure gage as an aid to monitor pressure within the tube. Discharge pressures at the tube fill port shall be limited to prevent damage to the fill port or geotextile tube.
- N. After filling the tube, the port sleeves shall be closed and attached to the main tube in a manner sufficient to prevent movement of the sleeve by subsequent wave action or other disturbances.
- O. Height to width ratio: The height to width ratio of the fully deployed geotextile tube shall be of such a value that will insure stability of the geotextile tube.
- P. Once the temporary geotextile tube is no longer needed, the material within the tube shall be reused in embankment.

PAYMENT

The contract lump sum price for temporary geotextile tube shall include full compensation for furnishing all labor, materials, tools, equipment, retaining the fish biologist, and incidentals, and for doing all the work involved in installing and maintaining the temporary geotextile tube, complete in place, including removing and disposing of the temporary geotextile tube as shown on the plans and submitting of the plan of construction and manufacturer's documentation, as specified in these special provisions, and as directed by the Engineer."

10-1.54 ELECTRONIC DAILY EXTRA WORK REPORT

Attention is directed to Sections 5-1.10, "Equipment and Plants," 7-1.01A(3), "Payroll Records," 9-1.03C, "Records," and 9-1.06, "Partial Payments," of the Standard Specifications and these special provisions.

Daily extra work reports shall be furnished to the Engineer using the Department's electronic extra work billing system. The reports shall conform to the requirements set forth in the "Extra Work Billing System User's Guide." The Guide is available from the Department, and is also found on the Internet at http://www.dot.ca.gov/hq/construc/EWB_INSTRUCTION.pdf. The Department will provide electronic extra work billing system accounts to the Contractor's representatives only after they have received training. The Department will provide system training to the Contractor's authorized representatives within 30 days of the Contractor's request for training.

An account, user identification assigned by the Department, and password used by the Contractor's representative are deemed to meet the requirement in Section 9-1.03C of the Standard Specifications that daily extra work reports shall be signed by the Contractor or the Contractor's authorized representative.

Daily extra work reports that include materials shall be substantiated by a valid copy of a vendor's invoice as required in Section 9-1.03C, "Records," of the Standard Specifications. Each invoice shall clearly identify the applicable electronic extra work report and the cost of the materials. In addition to postal service and parcel service, invoices may be sent by FAX or as an electronic-mail attachment, if approved by the Engineer.

The Engineer will compare the Engineer's records with the completed electronic daily extra work report. The Engineer will reject a report that has an error that affects payment, and will indicate the necessary adjustments the Contractor must make prior to sending a corrected electronic extra work report. A daily extra work report that the Contractor's representative sends to the Department using the electronic extra work billing system will be deemed to be signed by the Contractor. A daily extra work report that the Engineer approves using the electronic extra work billing system will be deemed to be signed by the Engineer.

Electronic submittals submitted by the file transfer process shall conform to the Department's specified format. The Contractor is responsible for maintaining the required data file format and requirements in the file transfer process. The Contractor is responsible for maintaining and operating the Contractor's interface with the Department's electronic extra work billing system.

Full compensation for furnishing daily extra work reports using the Department's electronic extra work billing system shall be considered as included in the various contract items involved and no separate payment/additional compensation will be made/allowed therefor.